

## **REMARKS/ARGUMENTS**

Claims 1, 11, 13, 14, 25, 35, 37, 38, 49, 59, and 61 are amended. Claims 4, 8, 10, 28, 32, 34, 52, 56, and 58 are canceled. Claims 1, 2, 7, 9, 11-26, 31, 33, 35-50, 55, 57, and 59-72 are pending in the application. The rejections of all of the pending claims are traversed for at least the reasons discussed below.

### **CLAIM REJECTIONS—35 U.S.C. § 112, SECOND PARAGRAPH**

Claims 1, 25, and 49 were rejected under 35 U.S.C. § 112, second paragraph, as allegedly being indefinite. Specifically, the Office Action alleged that the feature “wherein the data causes the client to request said requested content” is repetitive in view of the already existing feature “receiving, from a browser executing on a client, an initial request for requested content.” The Office Action also alleged that it is not clear how and why a client would request content that the client had already previously requested.

Claims 1, 25, and 49 have been amended to make clear that the client “re-requests” the requested content. The Applicants respectfully submit that the amendments to Claims 1, 25, and 49 cure any defects from which these claims suffered under 35 U.S.C. § 112, second paragraph.

The reason why a client would re-request the requested content can be understood with reference to the embodiment of the invention described with reference to FIG. 3. In step 1, a user (“client”) sends, to a porthole engine, a request for requested content. In the example given, the requested content is “http://www.cajun-gifts.com/.” Thus, the porthole engine “receives, from a browser executing on a client, an initial request for requested content” as recited in Claim 1.

In step 2, in response to the client’s request for the requested content, the porthole engine sends porthole engine-generated frameset data to the client. Thus, “said porthole engine responding to said initial request by sending frame data to said client” as recited in Claim 1. In

such an embodiment, the porthole engine does not, yet, request the requested content from the origin server, receive the requested content from the origin server, or forward the requested content to the client in response to the request. Instead, the porthole engine sends the frameset data to the client. The frameset data is **not** the requested content.

In step 3, the browser decodes the frameset data and, upon decoding the tags for embedded items in the frameset data, sends requests for “http://www.cajun-gifts.com/” (the original “requested content” discussed above), “http://some-isp.net/porthole/frame1.html” (“unrequested content”), and “http://some-isp.net/porthole/frame2.html” (also “unrequested content”) to the porthole engine. Because the browser’s decoding of the tags in the frameset data causes the browser to request “http://www.cajun-gifts.com/” (the “requested content”) **again**, the “the frame data causes the client to re-request said requested content” as recited in Claim 1.

Thus, in the embodiment of the invention recited in Claim 1, the client **actually does request the requested content more than once**. The client needs to do so because the first request does not make it to the origin server and does not get the requested content for the client. The porthole engine intercepts the first request and responds to the first request with frameset data that is **not** the requested content. This frameset data causes the client to request the requested content **again**. Beneficially, the frameset data **also** causes the client to request the **unrequested** (from the perspective of the user) content. Thus, it should be clear how and why the client would re-request content that the client has already previously requested.

#### CLAIM REJECTIONS—35 U.S.C. § 112, FIRST PARAGRAPH

##### *Claims 1, 25, and 49*

Claims 1, 25, and 49 were rejected under 35 U.S.C. § 112, first paragraph, as allegedly failing to comply with the enablement requirement. Specifically, the Office Action alleged that the feature “wherein, when said porthole engine responds to said initial request, said porthole

engine has not yet obtained any copy of said requested content from said origin server” is not described in the specification.

The amendments to Claims 1, 25, and 49 remove the recital of this feature from those claims. The Applicants respectfully submit that the amendments to Claims 1, 25, and 49 cure any defects from which these claims suffered under 35 U.S.C. § 112, first paragraph.

#### *Claims 4, 28, and 52*

Claims 4, 28, and 52 were rejected under 35 U.S.C. § 112, first paragraph, as allegedly failing to comply with the enablement requirement. Specifically, the Office Action alleged that the feature “said porthole engine sending said data to said client before said requested content is ever requested from the origin server due to any request by said client” is not described in the specification. Claims 4, 28, and 52 have been canceled, thereby obviating the rejections of these claims.

#### CLAIM REJECTIONS—35 U.S.C. § 103

##### *Claims 1, 2, 4-13, 16-19, 25, 26, 28, 31-37, 40-43, 49, 50, 52, 55-62, and 65-67*

Claims 1, 2, 4-13, 16-19, 25, 26, 28, 31-37, 40-43, 49, 50, 52, 55-62, and 65-67 were rejected under 35 U.S.C. § 103(a) as being allegedly unpatentable over U.S. Patent No. 6,317,761 (“Landsman”) in view of U.S. Patent No. 6,553,393 (“Eilbott”) and U.S. Patent No. 6,249,844 (“Schloss”). Claims 4, 8, 10, 28, 32, 34, 52, 56, and 58 have been canceled. The rejection of the remaining claims is respectfully traversed for the following reasons.

As amended, Claim 1 recites, “said porthole engine responding to said initial request by sending frame data to said client; wherein the frame data causes the client to re-request said requested content.”

Landsman, Eilbott, and Schloss do not disclose, teach, or suggest that a porthole engine responds to a client's initial request for requested content by sending, to that client, frame data that causes the client to re-request the requested content.

In columns 31 and 32, Landsman indicates that a player mechanism on a computer takes previously downloaded media files from a browser cache and displays these files in a viewable frame or window. However, Landsman does **not** disclose, teach, or suggest that **a porthole engine sends frame data** to the computer; in Landsman, there is no indication that the viewable frame comes from any porthole engine or that the viewable frame is anything other than the product of the computer acting alone. Even if an agent on the computer downloads the media files, it does not logically follow that such an agent also downloads frame data.

Additionally, Landsman does **not** disclose, teach, or suggest that **such frame data causes a client to re-request requested content**; in Landsman, there is no indication that the computer on which the viewable frame is displayed ever **re-requests** any content. Furthermore, even if Eilbott or Schloss discloses that some proxy sends, to a client, some data that causes the client to re-request content (and the Applicants do not concede that either Eilbott or Schloss discloses such a feature), neither Eilbott nor Schloss discloses that such data is **frame data**. **None** of the cited references discloses the **sending of frame data** to a client.

Thus, even if Landsman, Eilbott, and Schloss could be combined, the combination **still would not** disclose, teach, or suggest "said porthole engine responding to said initial request by sending frame data to said client; wherein the frame data causes the client to re-request said requested content" as recited in Claim 1.

For at least the above reasons, Claim 1 is patentable over Schloss, Landsman, and Eilbott, taken individually or in combination, under 35 U.S.C. § 103(a).

Claims 2, 5-7, 9, 11-13, 16-19, 25, 26, 31, 33, 35-37, 40-43, 49, 50, 55, 57, 59-62, and 65-67 are patentable over Schloss, Landsman, and Eilbott under 35 U.S.C. § 103(a) for at least the reasons discussed above in connection with Claim 1.

*Claims 14, 15, 38, 39, 63, and 64*

Claims 14, 15, 38, 39, 63, and 64 were rejected under 35 U.S.C. § 103(a) as being allegedly unpatentable over Landsman, Eilbott, and Schloss in view of U.S. Patent No. 6,606,653 (“Ackermann”). This rejection is respectfully traversed.

Claim 14 recites “wherein the step of sending frame data to said client includes the step of rewriting a link **in an embedded frame document to affect frame behavior.**” The cited portion of Ackerman admittedly concerns the updating of a link, but there is absolutely **no** disclosure, teaching, or suggestion **anywhere** in Ackermann that the updated link is “in an embedded **frame** document” or that the updating of the link “**affects frame behavior.**” Ackermann does not contain even the slightest mention of frames or frame behaviors. Therefore, taken individually, Ackermann does not teach, disclose, or suggest the method of Claim 14.

The Office Action admits that Landsman, Eilbott, and Schloss all fail to teach this feature of Claim 14. Therefore, even if Landsman, Eilbott, Schloss, and Ackermann could be combined somehow, the combination still would not teach, disclose, or suggest the method of Claim 14. For at least the above reasons, Claim 14 is patentable over Landsman, Eilbott, Schloss, and Ackermann, taken individually or in combination, under 35 U.S.C. § 103(a).

Claims 15, 38, 39, 63 and 64 are patentable over Schloss, Landsman, Eilbott, and Ackermann under 35 U.S.C. § 103(a) for at least the reasons discussed above in connection with Claim 14.

*Claims 20, 44, and 68*

Claims 20, 44, and 68 were rejected under 35 U.S.C. § 103(a) as being allegedly unpatentable over Landsman, Eilbott and Schloss further in view of U.S. Patent No. 6,704,873 (“Underwood”). This rejection is respectfully traversed.

Claim 20 inherits the features of Claim 1 that are distinguished over Landsman, Eilbott, and Schloss above. The Office Action does not even allege that Underwood teaches, discloses, or suggests these distinguished features. Therefore, even if Landsman, Eilbott, Schloss, and Underwood could be combined somehow, the combination still would not teach, disclose, or suggest all of the features of Claim 20. Consequently, Claim 20 is patentable over Landsman, Eilbott, Schloss, and Underwood, taken individually or in combination, under 35 U.S.C. § 103(a).

Claims 44 and 68 are patentable over Schloss, Landsman, Eilbott, and Underwood under 35 U.S.C. § 103(a) for at least the reasons discussed above in connection with Claim 20.

*Claims 21-23, 45-47, and 69-71*

Claims 21-23, 45-47, and 69-71 were rejected under 35 U.S.C. § 103(a) as being allegedly unpatentable over Landsman, Eilbott, and Schloss in view of U.S. Patent No. 6,499,042 (“Markus”). This rejection is respectfully traversed.

Claim 21 recites “wherein the requested content includes a web page form, and the **unrequested** content includes information that automatically fills in one or more fields of said web page form.” Thus, according to Claim 21, the “information that automatically fills in one or more fields” must be included within **unrequested** content.

In Markus, both the document browser and the external entity (e.g., user) that controls the document browser **actually request**, from the selective proxy, that the selective proxy fill in the

form (see, for example, col. 3, lines 25-30, which say, in relevant part, “After the Document Server returns the requested document in 18, the **external entity activates a form autofill trigger** located in the recently loaded document as shown in 19. The autofill trigger **causes the Document Browser to contact the Selective Proxy** as depicted by the line marked 20.” Since both the external entity (e.g., user) and the document browser **actually request** that the selective proxy fill in the form, Markus’ approach does **not** teach, disclose, or suggest that the “information that automatically fills in one or more fields” is included within **unrequested** content.

Therefore, Markus, taken individually, does not disclose, teach, or suggest “wherein the requested content includes a web page form, and the **unrequested** content includes information that automatically fills in one or more fields of said web page form” as recited in Claim 21. The Office Action admits that Landsman, Eilbott, and Schloss all fail to teach this feature of Claim 21. Therefore, even if Landsman, Eilbott, Schloss, and Markus could be combined somehow, the combination still would not teach, disclose, or suggest the method of Claim 21. For at least the above reasons, Claim 21 is patentable over Landsman, Eilbott, Schloss, and Markus, taken individually or in combination, under 35 U.S.C. § 103(a).

Claims 22, 23, 45-47, and 69-71 are patentable over Schloss, Landsman, Eilbott, and Markus under 35 U.S.C. § 103(a) for at least the reasons discussed above in connection with Claim 21.

#### *Claims 24, 48, and 72*

Claims 24, 48, and 72 were rejected under 35 U.S.C. § 103(a) as being allegedly unpatentable over Landsman, Eilbott, and Schloss in view of U.S. Patent No. 5,991,810 (“Shapiro”). This rejection is respectfully traversed.

Claim 24 inherits the features of Claim 1 that are distinguished over Landsman, Eilbott, and Schloss above. The Office Action does not even allege that Shapiro teaches, discloses, or suggests these distinguished features. Therefore, even if Landsman, Eilbott, Schloss, and Shapiro could be combined somehow, the combination still would not teach, disclose, or suggest all of the features of Claim 24. Consequently, Claim 24 is patentable over Landsman, Eilbott, Schloss, and Shapiro, taken individually or in combination, under 35 U.S.C. § 103(a).

Claims 48 and 72 are patentable over Schloss, Landsman, Eilbott, and Shapiro under 35 U.S.C. § 103(a) for at least the reasons discussed above in connection with Claim 24.

#### CONCLUSION

For the reasons set forth above, it is respectfully submitted that all of the pending claims are now in condition for allowance. Therefore, the issuance of a formal Notice of Allowance is believed next in order, and that action is most earnestly solicited.

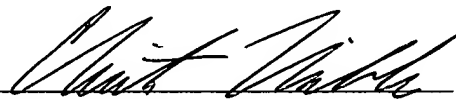
The Examiner is respectfully requested to contact the undersigned by telephone if it is believed that such contact would further the examination of the present application.

Please charge any shortages or credit any overages to Deposit Account No. 50-1302.

Respectfully submitted,

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Dated: MAY 3, 2007

  
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50269-0036; Y00319US00